FORM 150 4-65 PRINTED IN U.S.A.
BONNAR-VAWTER, INC.

UNITED STATES SALVAGE ASSOCIATION, INC.

99 JOHN STREET NEW YORK N. Y., 10038

CASE NO. 80-13761
STRUCK BY M.S. "ISLAND ENGINEER"
SEPTEMBER 12, 1973

PORTLAND, OREGON
JANUARY 14, 1974

PORT OF ASTORIA - PIER 2

CONDITIONS

The employment of this Association and all services rendered in connection therewith are made, offered and rendered without recourse and on the following conditions and this and all other reports, including any oral reports and certificates, are made and issued without recourse and subject to said conditions:

1. While the officers and the Board of Directors of United States Salvage Association, Inc. have used their best endeavors to select competent surveyors, employees, representatives and agents and to insure that the functions of the Association are properly executed, neither the Association nor its officers, directors, surveyors, employees, representatives or agents are under any circumstances whatever to be held responsible for any error of judgment, default or negligence of the Association's surveyors, employees, representatives or agents nor shall the Association or its officers or directors under any circumstances whatever be held responsible for any inaccuracy, omission, misrepresentation or misstatement in any report or certificate.

2. That the information contained in this and all other reports and certificates is only that coming to the attention of or under the observation of such surveyors, employees, representatives and agents and deemed pertinent for the purpose for which the Association was employed as stated herein; that this report or certificate is not a Certificate of Seaworthiness; that under no circumstances shall this report or certificate be used in connection with the issuance, purchase, sale or pledge of any security or securities, or in connection with the purchase, sale, mortgage, pledge, freighting, letting, hiring or charter of any vessel, cargo or other property, and if so used shall be null, void and of no effect and shall not be binding on anyone.

3. Reports subject to these conditions are the only reports authorized by the Association.

4. The terms of these conditions can be varied only by specific resolution of the Board of Directors of the Association and the acceptance or use of this report or of the employment or services of this Association or of its surveyors, employees, representatives or agents or the use of any other report or certificate shall be construed to be an acceptance of these conditions.

5. This report and all services in connection with this employment are for the account of the person requesting the same, but with the understanding that they are to be used only for the purpose for which the Association was employed as stated herein.

REPORT OF SURVEY MADE BY THE UNDERSIGNED SURVEYOR OF THE UNITED STATES SALVAGE ASSOCIATION, INCORPORATED, ON SEPTEMBER 17 AND 25, 1973, AT THE REQUEST OF PORT OF ASTORIA, ASTORIA, OREGON, ON THE PORT OF ASTORIA - PIER 2, PORT OF ASTORIA, OWNERS, AND OPERATORS, IN ORDER TO ASCERTAIN AND AGREE UPON OR AS NOTED OTHERWISE, THE CAUSE, THE NATURE AND EXTENT, AND THE RECOMMENDED REPAIR, OF DAMAGE ALLEGED TO HAVE BEEN SUSTAINED IN CONSEQUENCE OF THE PIER HAVING BEEN STRUCK BY THE M.S. "ISLAND ENGINEER", ON SEPTEMBER 12, 1973.

ATTENDING:

MR. R. P. HOLBROOK REPRESENTING OWNERS
MR. J. C. MURDOCH " UNITED STATES SALVAGE ASSOCIATION, INCORPORATED

NARRATIVE:

IT WAS REPORTED THAT PIER 2 AT THE PORT OF ASTORIA IN ASTORIA, OREGON, WAS STRUCK BY THE M.S. "ISLAND ENGINEER", ON SEPTEMBER 12, 1973.

FOUND	RECOMMENDED
1. SEVEN (7) 75' PILING CRUSHED AND SPLIT ON THEIR UPPER ENDS. LOCATIONS: 2ND, 3RD, 4TH, 5TH, 6TH, 7TH, AND 9TH PILES IN FROM CORNER.	1. TO BE PULLED AND REPLACED AS ORIGINAL. SIZES: SEVEN (7) 75' PILING.
2. ONE (1) 75' PILE ADRIFT AT ITS UPPER END. LOCATION: FIRST PILE IN FROM CORNER.	2. TO BE RESECURED AS ORIGINAL.
3. TWO (2) 75' PILING BROKEN AWAY COMPLETELY BELOW WATER LEVEL AT TIME OF SURVEY. LOCATION: 8TH AND 10TH PILING IN FROM CORNER OF DOCK.	3. TO BE PULLED AND REDRIVEN USING TWO (2) 75' PILING.

CASE NO. 80-13761

FOUND	RECOMMENDED
4. Bull rail upset, crushed and split over a forty-four (44) foot length.	4. To be cropped and part renewed, and secured as original. Size: Two (2) lengths, 12" x 14" x 22' treated timber.
5. Two (2) seven foot lengths bull rail outer bearing timbers split and upset.	5. To be renewed. Sizes: Two (2) seven foot lengths, 12" x 14" x 7' treated timber. Secured as original.
6. Bull rail intermediate base timber upset and crushed and split over a twenty (20) foot length.	6. To be cropped and part renewed. Sizes: 6" x 14" x 20' treated timber. Secured as original.

NOTES:

A. Necessary cranes, pile drivers, tugs, barges, men, and equipment to effect repairs.

B. Necessary removals to be replaced in good order.

C. Necessary hardware to effect repairs.

It is estimated that the age of the above piling is between four (4) and six (6) years old.

The Bergerson Enterprises of Astoria, Oregon, submitted a price of $4,314.00 to effect the foregoing repairs. This price is considered fair and reasonable.

SURVEYOR'S NOTES:

All work performed on a straight time basis. There was no scrap of any commercial value.

Survey made without prejudice, and subject to adjustment.

C. L. Harris

C. L. Harris
Surveyor

FORM NO. 40

UNITED STATES SALVAGE ASSOCIATION, INC.

99 JOHN STREET NEW YORK, N. Y. 10038

PORTLAND, OREGON
OCTOBER 5, 1973

CASE NO. 80-13761
STRUCK BY M.S. "ISLAND ENGINEER"
9/12/73

PRELIMINARY ADVICE

PORT OF ASTORIA - PIER 2

CONDITIONS

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ASSURED: PORT OF ASTORIA AFLOAT: ☐

REQUESTED BY: PORT OF ASTORIA ON DRYDOCK: ☐

SURVEY DATE: 9/17/73 LOCATION: ASTORIA, OREGON

REPAIR CONTRACTOR: BERGERSON ENTERPRISES

REPAIR COSTS: ESTIMATED* $6,000.00 AGREED PRICE

TIME & MATERIAL (ESTIMATED*) COMPETITIVE BID

DESCRIPTION OF DAMAGE: SEVEN PILING CRUSHED AND SPLIT; ONE (1) PILING ADRIFT; TWO (2) PILING MISSING; BULL RAIL UPSET, CRUSHED, AND SPLIT FOR 44'; TWO (2) 7' LENGTHS BULL RAIL OUTER BEARING TIMBERS SPLIT AND UPSET; BULL RAIL INTERMEDIATE BASE TIMBER CRUSHED, UPSET, AND SPLIT OVER A 20' LENGTH.

REMARKS: (INDICATE DEFERRED REPAIRS)

SURVEYOR: J. C. MURDOCH

J. C. Murdoch
AUTHORIZED SIGNATURE

COPIES TO: PORT OF ASTORIA - 2
USSA-NEW YORK - 1
USSA-SAN FRANCISCO - 1
FILE - 1

*ESTIMATED COSTS INDICATE AN AMOUNT SUFFICIENT TO COVER REPAIRS, PARTS, SERVICES, ETC., AND ARE ONLY TO BE CONSTRUED AS A GUIDE.

UNITED STATES SALVAGE ASSOCIATION, INC.

DATE 9/17/73

SURVEY REQUEST CONFIRMATION

HOURS _____ CASE NO. 80-13761

BEHALF:	
VESSEL OR STRUCTURE SURVEYED:	PORT OF ASTORIA - PIER 2
ASSURED	PORT OF ASTORIA
OWNER	" "
DATE & TIME OF SURVEY: 9/17/73	LOCATION OF SURVEY IN DETAIL: ASTORIA, OREGON
NATURE OF SURVEY AND DATE OF ACCIDENT	STRUCK BY S.S. ISLAND ENGINEER" 9/12/73
REQUESTED BY: R.HOLBROOK-PORT OF ASTORIA, ASTORIA, OREGON	LEAD UNDERWRITER:

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NOTE: Except as the result of written advices to the contrary, or as circumstances determine, and distinct from such recommendations as may be generated by the surveyor unless noted in same, usual Association procedure pertaining to:

1. Inspections to ascertain condition (valuation) and suitability for service,
2. On charter and off charter inspections,
3. Lay-up inspections,
4. Voyage under own power inspections, and
5. Towing inspections,

is to perform same without benefit of the making of removals, or opening up to expose parts ordinarily concealed, or testing for tightness, or trying out machinery, the Association's surveyor formulating conclusions subject to any conditions which would have been revealed if such procedures had been accomplished; further, no determination of stability characteristics or inherent structural integrity is made, and no opinion is expressed with respect thereto. The foregoing is implicit in all preliminary advices, telephone communications, telegrams, etc., unless indicated otherwise by the Association. Intermediaries to whom this survey request confirmation is forwarded, between this organization and its principals, are expected to advise all interested principals of these conditions, which are presented in full in Association inspection reports.

Additionally, values of equipment inspected will not be provided unless explicitly requested.

THIS CONFIRMATION OF REQUEST FOR SURVEY IS FOR YOUR REVIEW AND RECORD.

WE WILL INVOICE IN ACCORDANCE WITH YOUR INSTRUCTIONS AS NOTED BELOW.

		INVOICES TO	
		PORT OF ASTORIA,	
		ASTORIA, OREGON	

Field Survey Report

Port of Astoria - Pier #2 — 9/17/73

We, the undersigned, have today held survey on Pier 2, East side, outer berth at Astoria Oregon, ~~to~~ in order to ascertain and agree upon or as noted otherwise, the cause, the nature and extent, and the recommended repair, of damage alleged to have been sustained in consequence of being struck by the vessel "Island Engineer" on September 12, 1973.

Found	Recommended
(1) Seven <7> 90' piling crushed and split on their upper ends. Locations: 2nd, 3rd, 4th, 5th, 6th, 7th, & 9th piles in from corner.	(1) To be pulled and replaced as original. Size: Seven <7> 90' piling
(2) One <1> 90' pile ashift at its upper end. Location: First pile in from corner.	(2) To be re-secured as original
(3) Two <2> 90' piling broken away completely below water level at time of survey. Location: 8th & 10th pilings in front corner of dock.	(3) To be pulled and re-driven using two <2> 90' piling.

Field Survey Report 4000.00 (2)

Port of Astoria - Pier 2 9/17/73

Found	Recommended
(4) Bull rail upset, crushed and split over a forty-four (44') foot length	(4) To be cropped and part renewed, and secured as original. Size: Two lengths, 12"x14"x22' Treated timber.
(5) Two (2) seven foot lengths bull rail outer bearing timber split and upset.	(5) To be renewed. Sizes: Two (2) seven foot lengths, 12"x14"x7' treated timber. Secured as original.
(6) Bull rail intermediate bent timber upset and crushed and split over a twenty (20') foot length.	(6) To be cropped and part renewed. Sizes: 6"x14"x20' treated timber, secured as original.

Field Survey Report

Port of Astoria - Pier #2 — 9/17/73

Notes:

(A) Necessary cranes, pile drivers, tugs, barges, men, and equipment to effect repairs.

(B) Necessary removals to be replaced in good order.

(C) Necessary hardware to effect repairs.

It is estimated that the age of the above piling is between four (4) and six (6) years old.

Port of Astoria

U.S. Salvage Assn, Inc.

9-19-73

Pier #1 Pileing Missing or damaged

Face #1		2
Westside #1	Door #26	1
	26 - 102 unk. slip berth	
	110	2
	114	3
	130	1
	Total	9

9-19-73

Pier #2 Pileing Damaged or Missing

Face #2		8
Westside #2	1-150' mark	3
	150-250'	3
	350'	1
	550'	1
	600'	2
	650'	2
	750'	2
Eastside #2	1-150'	8
	200-300'	2
	400'-500'	4
	500-550'	3
	700'	1
	Total	40

9-19-73

Pier #3 Piling damaged or Missing

Westside #3	Door # 29	1
	37	3
	53	1
	59	3
	71	1
	85	1
	97	6
	107	3
	123	1
	127	1
	135	2
	139	1
	147	2
	149	1
	Total	27

PORT OF ASTORIA

DAILY CARGO HANDLING REPORT

127 REPORT NO.

NAME OF VESSEL MS/SS Iceland Engineer L.O.A.

DOCKED PIER W/H 1 DATE 9-12-73 TIME 1:25 A.M. (P.M.) COM.CED: DATE TIME A.M. P.M.

CARGO LOADED: DATE 9-13-73 TIME 3:20 A.M. P.M. COM.PLD: DATE TIME A.M. P.M.

HATCH	NO. MEN	START WORK	STOP WORK	MAN HRS S. T.	MAN HRS O. T.	MAN HRS P. T.	RATE	AMOUNT	MAN HRS STANDBY
FOREMAN									
SUPERVISR									
CHECKER									
TRAVEL TIME									
TRANSPOR-TATION									
SUBSIST.									
LINES: SECURE	6	12:30 pm	2:30 pm	2 10				14.95 55.00	
LINES: RELEASE	4	3 pm	5 p.m.	-	2 6			22.42 49.50	

TRANSPOR-TATION	$	
TRAVEL TIME	$	
SUBSIST.	$	
LABOR MAN HRS	$	
FOREMAN MAN HRS	$	
S/V MAN HRS	$	
CHECKER MAN HRS	$	
LINES MAN HRS	$	37.37 104.50
TOTAL LABOR	$	141.87

REMARKS

Hit Pier 2 - E/S outer

HATCH	DETAIL OF WORK

CONSOLIDATED PRINTING & STATIONERY, INC.

THE PORT OF ASTORIA

At the entrance to the mighty Columbia River

P. O. BOX 569 ASTORIA, OREGON 97103 PHONE (503) 325-4521

No. 73-242

In Account With

M/S ISLAND ENGINEER, ITS OWNERS
AGENTS OR OPERATORS
KERR STEAMSHIP CO., INC.
707 S.W. WASHINGTON
PORTLAND, OR 97205

Date September 13, 1973

TERMS: CASH.

LINE SERVICE

9/12/73	Tie Up	(1:25PM)	$135.00
9/13/73	Let Go	(3:20AM)	118.00
			$253.00

THE PORT OF ASTORIA

At the entrance to the mighty Columbia River

P. O. BOX 569 ASTORIA, OREGON 97103 PHONE (503) 325-4521

No. 73-243

In Account With

M/S ISLAND ENGINEER, ITS OWNERS
AGENTS OR OPERATORS
KERR STEAMSHIP CO., INC.
707 S.W. WASHINGTON
PORTLAND, OR 97205

Date September 17, 1973

TERMS: CASH.

CORRECTED INVOICE

DOCKAGE: 516 Feet L.O.A. Rate $218.00 per 24-hour period

9/12/73 1:25PM to 9/13/73 3:20AM 1 Period/218.00 $218.00

THE PORT OF ASTORIA

At the entrance to the mighty Columbia River

P. O. BOX 569 ASTORIA, OREGON 97103 PHONE (503) 325-4521

No. 73-243

In Account With

M/S ISLAND ENGINEER, ITS OWNERS
AGENTS OR OPERATORS
~~KERR STEAMSHIP CO., INC.~~
707 S.W. WASHINGTON
PORTLAND, OR 97205

Date September 13, 1973

TERMS: CASH.

DOCKAGE: 516 Feet L.O.A. Rate $218.00 per 24-hour period

9/12/73 1:25PM to 9/13/73 3:20AM 1 Period/218.00 $528.00

PORT OF ASTORIA

BOOKING REPORT

DATE 7 SEPT 1973

1. NAME OF SHIP ISLAND ENGINEER
2. NAME OF CALLER Lou MARCONERI SHIPS SERVICE
3. NAME OF AGENT GENI S.S.
4. NAME OF SHIPPER KERR
5. TYPE OF CARGO BARLEY
6. AMOUNT OF CARGO 2000 T
7. NAME OF STEVEDORE
8. NAME OF SUPERCARGO
9. DATE OF ARRIVAL SEPT 8
10. BERTH ASSIGNMENT(TENTATIVE) 2 W/S #1
11. SPECIAL ARRANGEMENTS

12. BILLING INFORMATION: WHARFAGE

SERVICE & FACILITIES

HANDLING

PH

M/L Island Engineer - Its Owners
agents or Operators
Kerr Steamship Co., Inc
707 S.W. Washington
Portland, Or 97205

No. 73-242 LINE SERVICE

Date			
9/12/73	Tie Up	(1:25 pm)	$135.00
9/13/73	Let Go	(3:20 AM)	$118.00
			$253.00

No. _____ FRESH WATER FURNISHED

_____(Date) _____ Tons or _____Gal.

Service Charge $_____

No. 73-243 DOCKAGE: 516 Feet L.O.A. Rate 218.00 c/foot per 24-hour period

From: 9/12/73 1:25 pm to 9/13/73 3:20 AM 1 Periods $218.00

No. _____ Bill To -

_____

WHARFAGE CHARGE ON _____

_____ $_____

No. _____ Bill To-

_____

SERVICE & FACILITIES CHARGE ON _____

_____ $_____

No. _____ Bill To-

_____

_____

_____ $_____

No. _____ Bill To -

_____

_____

_____ $_____

DUPLICATE

MATES RECEIPT

No 2220

Astoria, Oregon Sept. 12 1973

Received from **KERR GRAIN CORPORATION**

at **PORT OF ASTORIA GRAIN TERMINAL**

For Account of Bunge Co.

On Board M/S Island Engineer

BULK Barley said to be #2 Barley

Weight:

2,322,990# 1037 L/T

1161 S/T

Final / Overnight

Received the above Described Merchandise for Shipment as indicated hereon.

S/ Mate or Captain

S/Supercargo

THE PORT OF ASTORIA

P. O. BOX 569 ASTORIA, OREGON 97103 PHONE (503)325-4521

COMMISSIONERS:
ALBERT RISSMAN, PRESIDENT
JAMES T. CAMPBELL, V. PRESIDENT
MARTIN E. WEST, SECRETARY
HOWARD B. JOHNSON, TREASURER
J. FRANK HOAGLAND, ASST. TREASURER
GEORGE R. GROVE, GENERAL MANAGER

September 14, 1973

Mr. Gene Dieterle
General Steamship Corp., Ltd.
421 S.W. 6th
Portland, Oregon 97204

Subject: Island Engineer
September 12, 1973

Dear Gene:

During docking procedures for the above vessel, she hit the Port of Astoria's Pier 2 causing damage in an undetermined amount. This damage was reported to M. Land, Assistant District Manager of your firm.

We are enclosing a copy of the security report for your records. In addition, we intend to have U.S. Salvage Association survey the damage in detail on Monday, September 17, 1973. If you desire to have a joint survey performed at that time, please advise us.

Yours very truly,

PORT OF ASTORIA

R. P. Holbrook
Assistant Manager

RPH:sc

Enclosure

PORT OF ASTORIA SECURITY GUARD WATCH REPORT

DATE: 9-12-73 TIME: 1250 PIER: #2 LOCATION: E/S #2 near face

I wish to report the following:

( ) Pilferage or theft
( ) Damaged cargo
( ) Fire hazards
( ) Personnel hazards
(X) Property damage
( ) Defective lights
( ) Defective locks & keys
( ) Defective plumbing
( ) Defective fire equip.
( ) Pollution (air & water)
( ) Safety equipment
( ) Accidents (vehicles or equipment)
( ) Roof leaks
( ) After hour activity (Vehicles or persons)
( ) Other conditions

RECORD: WHO, WHAT, WHEN, WHERE, WHY

While in the process of docking the Island Engineer on the W/S #1. The ship while being maneuvered with the assistance of two Knapton tugs, struck the dock on the E/S #2 near the face causing at least the following damage. There was noticable damage and scraps on at least 6 piles. The bull rail was struck causing damage in two different locations.

MR. Holbrook called the Pilots Assoc. for a statement from the river pilot. The following longshoremen were present during mishap. N. Dubb, Freeman, Geier, Goeritz and Gipson. Also a MR. Piettila was present.

Damage inspected by Myself and MR. Holbrook. U.S. Salvage will make inspection for Port.

John A Sentes
SECURITY GUARD

Action taken: Assistant manager advised, Also Assistant advised manager.
Date: 9-12-73

Faulkner was River pilot will Forward statement of conditions.

COAST MARINE CONSTRUCTION, INC. Environmental Systems — Ecological Methods — General Contracting

1656 JEROME AVE.
P.O. BOX 297
ASTORIA, OREGON 97103
503/325-7177

2041 S.W. 58TH
SUITE 206
PORTLAND, OREGON 97221
503/292-9101

October 11, 1973

Port of Astoria
P.O. Box 569
Astoria, Oregon 97103

Attention: Mr. Ray Holbrook

Gentlemen:

As per field survey report dated September 17, 1973 on damage on Pier 2 east side outer berth caused by the vessel "Island Engineer", our bid to repair this area is a lump sum total of $4,500.00

Thank you for the opportunity to be of service.

Very truly yours,

COAST MARINE CONSTRUCTION, INC.

Albert M. Laakso
M.J.O.

Albert M. Laakso
President

AML/mjo

Office: (503) 325-7130
Shop: (503) 325-7103
24 HOUR SERVICE

BergersonEnterprises

3391 Irving Ave. Astoria, Oregon 97103

October 12, 1973

Port of Astoria
P.O. Box 569
Astoria, Oregon 97103

Gentlemen:

We wish to quote you the following price for repair to the damage on the outboard berth on the east side of Pier 2 caused by the M/V Island Engineer on September 12, 1973 as determined by the survey of the U.S. Salvage Assn. Inc. for Four thousand three hundred forteen dollars. $4,314.00

Sincerely yours,
Darryl D. Bergers~
Darryl D. Bergerson,
Bergerson Enterprises

October 18, 1973

Mr. Gene Dieterle
General Steamship Corporation, Ltd.
421 S.W. 6th
Portland, Oregon 97204

Subject: ISLAND ENGINEER
Astoria - September 12, 1973

Dear Gene:

The enclosed bid for $4,314.00 from Bergerson Enterprises has been accepted by the Port of Astoria to repair damages to Pier 2 that were sustained when the subject vessel was berthing.

Your prompt remittance of this amount will be greatly appreciated.

Yours very truly,

PORT OF ASTORIA

R. P. Holbrook
Assistant Manager

RPH:sc

Enclosure

October 18, 1973

Mr. Darrell Bergerson
Bergerson Enterprises
3391 Irving Street
Astoria, Oregon 97103

Subject: Island Engineer
Astoria - September 12, 1973

Dear Sir:

This is to advise that your bid of $4,314.00 for repair of damages to Pier 2 has been accepted.

Kindly effect repairs before November 30, 1973.

Yours very truly,

PORT OF ASTORIA

R. P. Holbrook
Assistant Manager

RPH:sc

cc: Gene Dieterle, General Steamship Corp., Ltd.

LAW OFFICES
WOOD, WOOD, TATUM, MOSSER & BROOKE

ERSKINE WOOD
ERSKINE B. WOOD
LOFTON L. TATUM
JOHN D. MOSSER
JOHN R. BROOKE
JOHN G. HOLDEN
DONALD J. MORGAN
PETER G. VOORHIES
PAUL N. WONACOTT
ROBERT I. SANDERS
JEFFREY E. BOLY

October 18, 1973

15TH FLOOR STANDARD PLAZA
PORTLAND, OREGON 97204

TELEPHONE (503) 224-5430
CABLE: LINWOOD

Port of Astoria
P.O. Box 569
Astoria, Oregon 97103

Attention: Mr. R. P. Holbrook, Assistant Manager

Re: ISLAND ENGINEER
Alleged Damage - Port of Astoria
September 12, 1973
Our File No. 9911/PGV

Gentlemen:

We refer to your letter of September 14, 1973 addressed to General Steamship Corporation, Ltd., agents for the MV ISLAND ENGINEER. In that letter you advised that the Port of Astoria was claiming damage to Pier 2 and that you intended to have U.S. Salvage Association survey the damage in detail on Monday, September 17, 1973. Although we denied liability, and still deny liability for any damage to the Port of Astoria's dock, we appointed a surveyor to attend and view the alleged damage. However, he was unable to find any damage and apparently the representatives of the Port could not find any damage done by the MV ISLAND ENGINEER to show him.

It therefore appears that there is no liability and no damage and that is the position taken in behalf of the vessel. We assume this file can now be closed.

Very truly yours,

Peter G. Voorhies

Peter G. Voorhies

PGV: nr

THE PORT OF ASTORIA

P. O. BOX 569 ASTORIA, OREGON 97103 PHONE (503)325-4521

COMMISSIONERS
ALBERT RISSMAN, PRESIDENT
JAMES T. CAMPBELL, V. PRESIDENT
MARTIN E. WEST, SECRETARY
HOWARD B. JOHNSON, TREASURER
J. FRANK HOAGLAND, ASST. TREASURER
GEORGE R. GROVE, GENERAL MANAGER

November 1, 1973

Wood, Wood, Tatum, Mosser & Brooke
15th Floor Standard Plaza
Portland, Oregon 97204

Attention: Mr. Peter G. Voorhies

Re: ISLAND ENGINEER
Damage - Astoria - September 12, 1973
Your File No. 99H - PGV

Gentlemen:

We have received your letter of October 18 stating no damage and no liability on behalf of the above mentioned vessel. To be frank, we are amazed at this attitude since there were at least 100 witnesses to the damage caused by the vessel.

We are attaching U.S. Salvage Association's preliminary survey along with their field survey report. We are sure that you can see that there was certainly damage sustained.

Insofar as your appointed surveyor not finding any damage, we are unable to answer why this is so, particularly if he had viewed the damage from the water side.

The Port of Astoria intends to fully hold the vessel responsible for this damage.

Yours very truly,

PORT OF ASTORIA

R. P. Holbrook
Assistant Manager

RPH:sc

Enclosures: 2

THE PORT OF ASTORIA

P. O. BOX 569 ASTORIA, OREGON 97103 PHONE (503)325-4521

COMMISSIONERS:
ALBERT RISSMAN, PRESIDENT
JAMES T. CAMPBELL, V. PRESIDENT
MARTIN E. WEST, SECRETARY
HOWARD B. JOHNSON, TREASURER
J. FRANK HOAGLAND, ASST. TREASURER
GEORGE R. GROVE, GENERAL MANAGER

December 21, 1973

Mr. John Murdoch
United States Salvage Association
710 Second Avenue, Room 1435
Seattle, Washington 98104

RE: ISLAND ENGINEER
Damage - Astoria, September 12, 1973

Dear John:

Enclosed is a copy of Bergerson Enterprises invoice in the amount of $4,314.00 to accomplish repairs to damage caused by the above vessel.

We would appreciate it if you would expedite a complete copy of your survey report to us.

Thank you.

Yours very truly,

PORT OF ASTORIA

R. P. Holbrook
Assistant Manager

RPH:sc

Enclosure

STATEMENT

Office: (503) 325-7130
Shop: (503) 325-7103
24 HOUR SERVICE

Bergerson Enterprises
3391 Irving Ave. Astoria, Oregon 97103

November 28, 1973

Port of Astoria
P.O. Box 569
Astoria, Oregon 97103

Repairs to the outboard berth on the east side of Pier 2
damaged by the M/V Island Engineer on September 12, 1973
as per quote----------$ 4,314.00

THANK YOU

THE PORT OF ASTORIA

P. O. BOX 569 ASTORIA, OREGON 97103 PHONE (503)325-4521

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JAMES T. CAMPBELL, V. PRESIDENT
MARTIN E. WEST, SECRETARY
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J. FRANK HOAGLAND, ASST. TREASURER
GEORGE R. GROVE, GENERAL MANAGER

January 18, 1974

Mr. Peter G. Voorhies
Wood, Wood, Tatum, Mosser & Brooke
15th Floor Standard Plaza
Portland, Oregon 97204

RE: ISLAND ENGINEER
Damage - Astoria - September 12, 1973
Your File No. 99H-PGV

Dear Mr. Voorhies:

Further to our letter of November 1, we now enclose our invoice No. 73-671 in the amount of $4,584.00. This invoice represents repair to the damage on the east side of Pier 2 and our surveyor's fee in the amount of $270.00.

Your very prompt remittance will be appreciated.

Yours very truly,

PORT OF ASTORIA

R. P. Holbrook
Assistant Manager

RPH:sc

Enclosures: 4

THE PORT OF ASTORIA

At the entrance to the mighty Columbia River

P. O. BOX 569 ASTORIA, OREGON 97103 PHONE (503) 325-4521

No. 73-671

M/S ISLAND ENGINEER, ITS OWNERS
AGENTS OR OPERATORS

In Account With Wood, Wood, Tatum, Mosser & Brooke
15th Floor Standard Plaza
Portland, OR 97204

Date Janauary 18, 1974

TERMS: CASH.

DAMAGE BY M/V ISLAND ENGINEER

United States Salvage Association	Bill No. 80-3640	$ 270.00
Bergerson Enterprises	November Statement	$4,314.00
		$4,584.00

UNITED STATES SALVAGE ASSOCIATION, INC.

2035 S. W. 58TH AVE. PORTLAND, OREGON 97221

BILL NO. 80- 3640

CASE NO. 80- 13761

JANUARY 14, 1974

CODE NO. 6558

PORT OF ASTORIA
PORT DOCKS
ASTORIA, OREGON - 97103

TRIPLICATE

FOR SURVEY OF PORT OF ASTORIA - PIER 2

NATURE OF SURVEY STRUCK BY M.S. "ISLAND ENGINEER" 9/12/73

FEE	EXPENSE	TOTAL
$ 247.00	$ 23.00	$ 270.00

ASSURED: PORT OF ASTORIA

PLEASE MAKE ALL REMITTANCES TO NEW YORK OFFICE
99 JOHN STREET, NEW YORK, N. Y. 10038

STATEMENT

Office: (503) 325-7130
Shop: (503) 325-7103
24 HOUR SERVICE

Bergerson Enterprises
3391 Irving Ave. Astoria, Oregon 97103

November 28, 1973

Port of Astoria
P.O. Box 569
Astoria, Oregon 97103

Repairs to the outboard berth on the east side of Pier 2
damaged by the M/V Island Engineer on September 12, 1973
as per quote----------$ 4,314.00

Approved Without Prejudice to
Underwriters Liability and
Subject to Adjustment

C. R. Stokes

Surveyor - United States
Salvage Association, Inc.
Date 1/14/74 Case No. 80-13761

THANK YOU

THE PORT OF ASTORIA

At the entrance to the mighty Columbia River

P. O. BOX 569 ASTORIA, OREGON 97103 PHONE (503)325-4521

COMMISSIONERS:
J. FRANK HOAGLAND, PRESIDENT
MARTIN E. WEST, VICE PRESIDENT
JAMES T. CAMPBELL, SECRETARY
ALBERT RISSMAN, TREASURER
HOWARD B. JOHNSON, ASST. TREASURER
GEORGE R. GROVE, GENERAL MANAGER

June 27, 1974

Mr. Peter Voorhies
Wood, Wood, Tatum, Mosser and Brooke
15th Floor, Standard Plaza
Portland, Oregon 97204

RE: LEVERKUSEN - November 20, 1972
IBERIA - May 15, 1973
AMAZON MARU - September 3, 1973
ISLAND ENGINEER - September 12, 1973
NEPHELE - November 14, 1973
ALKYONIA - January 27, 1974

Dear Mr. Voorhies:

We are looking forward to meeting with you at your office at 9 a.m. on July 2, concerning the damage claims on the above vessels.

As you know these matters are quite old, and we expect to be able to reach conclusions that would be acceptable to our principals at the time of our meeting. It is the Port's opinion that these matters have gone on entirely too long and agreement must be reached at our meeting.

Thank you.

Yours very truly,

PORT OF ASTORIA

R. P. Holbrook
Assistant Manager

RPH:sc

cc: John Brooke

THE PORT OF ASTORIA

At the entrance to the mighty Columbia River

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GEORGE R. GROVE, GENERAL MANAGER

July 19, 1974

Mr. Peter G. Voorhies
Wood, Wood, Tatum, Mosser & Brooke
15th Floor, Standard Plaza
Portland, Oregon 97204

RE: ISLAND ENGINEER
Damage - Astoria, September 12, 1973

Dear Mr. Voorhies:

Confirming our phone conversation of today's date, we wish to advise that the damaged area concerned in the above incident was last repaired in December of 1971. The entire Pier 2 was rehabilitated and modernized in 1968.

We are enclosing again for your easy reference one copy of Bergerson Enterprises' invoice dated November 28, 1973, covering work effected according to the survey by United States Salvage Association. An additional copy of that survey is enclosed.

Regarding any previous survey prior to the arrival of the vessel, we have checked our records and found none. However, about one week after the incident, Mr. John Gerritsen, of our office, went through all of our slips and just noted damaged or missing piling. For your information we are enclosing a copy of that survey.

With this information, we now hope that we can bring this case to a close.

Yours very truly,

PORT OF ASTORIA

R. P. Holbrook
Assistant Manager

RPH:sc

Enclosures: 3

FORM 150 4-65 PRINTED IN U.S.A.
BONNAR-VAWTER, INC.

UNITED STATES SALVAGE ASSOCIATION, INC.

99 JOHN STREET NEW YORK N. Y., 10038

CASE NO. 80-13761
STRUCK BY M.S. "ISLAND ENGINEER"
SEPTEMBER 12, 1973

PORTLAND, OREGON
JANUARY 14, 1974

PORT OF ASTORIA - PIER 2

CONDITIONS

The employment of this Association and all services rendered in connection therewith are made, offered and rendered without recourse and on the following conditions and this and all other reports, including any oral reports and certificates, are made and issued without recourse and subject to said conditions:

1. While the officers and the Board of Directors of United States Salvage Association, Inc. have used their best endeavors to select competent surveyors, employees, representatives and agents and to insure that the functions of the Association are properly executed, neither the Association nor its officers, directors, surveyors, employees, representatives or agents are under any circumstances whatever to be held responsible for any error of judgment, default or negligence of the Association's surveyors, employees, representatives or agents nor shall the Association or its officers or directors under any circumstances whatever be held responsible for any inaccuracy, omission, misrepresentation or misstatement in any report or certificate.

2. That the information contained in this and all other reports and certificates is only that coming to the attention of or under the observation of such surveyors, employees, representatives and agents and deemed pertinent for the purpose for which the Association was employed as stated herein; that this report or certificate is not a Certificate of Seaworthiness; that under no circumstances shall this report or certificate be used in connection with the issuance, purchase, sale or pledge of any security or securities, or in connection with the purchase, sale, mortgage, pledge, freighting, letting, hiring or charter of any vessel, cargo or other property, and if so used shall be null, void and of no effect and shall not be binding on anyone.

3. Reports subject to these conditions are the only reports authorized by the Association.

4. The terms of these conditions can be varied only by specific resolution of the Board of Directors of the Association and the acceptance or use of this report or of the employment or services of this Association or of its surveyors, employees, representatives or agents or the use of any other report or certificate shall be construed to be an acceptance of these conditions.

5. This report and all services in connection with this employment are for the account of the person requesting the same, but with the understanding that they are to be used only for the purpose for which the Association was employed as stated herein.

REPORT OF SURVEY MADE BY THE UNDERSIGNED SURVEYOR OF THE UNITED STATES SALVAGE ASSOCIATION, INCORPORATED, ON SEPTEMBER 17 AND 25, 1973, AT THE REQUEST OF PORT OF ASTORIA, ASTORIA, OREGON, ON THE PORT OF ASTORIA - PIER 2, PORT OF ASTORIA, OWNERS, AND OPERATORS, IN ORDER TO ASCERTAIN AND AGREE UPON OR AS NOTED OTHERWISE, THE CAUSE, THE NATURE AND EXTENT, AND THE RECOMMENDED REPAIR, OF DAMAGE ALLEGED TO HAVE BEEN SUSTAINED IN CONSEQUENCE OF THE PIER HAVING BEEN STRUCK BY THE M.S. "ISLAND ENGINEER", ON SEPTEMBER 12, 1973.

ATTENDING:

MR. R. P. HOLBROOK	REPRESENTING	OWNERS
MR. J. C. MURDOCH	"	UNITED STATES SALVAGE ASSOCIATION, INCORPORATED

NARRATIVE:

IT WAS REPORTED THAT PIER 2 AT THE PORT OF ASTORIA IN ASTORIA, OREGON, WAS STRUCK BY THE M.S. "ISLAND ENGINEER", ON SEPTEMBER 12, 1973.

FOUND	RECOMMENDED
1. SEVEN (7) 75' PILING CRUSHED AND SPLIT ON THEIR UPPER ENDS. LOCATIONS: 2ND, 3RD, 4TH, 5TH, 6TH, 7TH, AND 9TH PILES IN FROM CORNER.	1. TO BE PULLED AND REPLACED AS ORIGINAL. SIZES: SEVEN (7) 75' PILING.
2. ONE (1) 75' PILE ADRIFT AT ITS UPPER END. LOCATION: FIRST PILE IN FROM CORNER.	2. TO BE RESECURED AS ORIGINAL.
3. TWO (2) 75' PILING BROKEN AWAY COMPLETELY BELOW WATER LEVEL AT TIME OF SURVEY. LOCATION: 8TH AND 10TH PILING IN FROM CORNER OF DOCK.	3. TO BE PULLED AND REDRIVEN USING TWO (2) 75' PILING.

CASE NO. 80-13761

FOUND	RECOMMENDED
4. Bull rail upset, crushed and split over a forty-four (44) foot length.	4. To be cropped and part renewed, and secured as original. Size: Two (2) lengths, 12" x 14" x 22' treated timber.
5. Two (2) seven foot lengths bull rail outer bearing timbers split and upset.	5. To be renewed. Sizes: Two (2) seven foot lengths, 12" x 14" x 7' treated timber. Secured as original.
6. Bull rail intermediate base timber upset and crushed and split over a twenty (20) foot length.	6. To be cropped and part renewed. Sizes: 6" x 14" x 20' treated timber. Secured as original.

NOTES:

A. Necessary cranes, pile drivers, tugs, barges, men, and equipment to effect repairs.

B. Necessary removals to be replaced in good order.

C. Necessary hardware to effect repairs.

It is estimated that the age of the above piling is between four (4) and six (6) years old.

The Bergerson Enterprises of Astoria, Oregon, submitted a price of $4,314.00 to effect the foregoing repairs. This price is considered fair and reasonable.

SURVEYOR'S NOTES:

All work performed on a straight time basis. There was no scrap of any commercial value.

Survey made without prejudice, and subject to adjustment.

C. L. Harris
Surveyor

THE PORT OF ASTORIA

At the entrance to the mighty Columbia River

P. O. BOX 569 ASTORIA, OREGON 97103 PHONE (503)325-4521

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ALBERT RISSMAN, TREASURER
HOWARD B. JOHNSON, ASST. TREASURER
GEORGE R. GROVE, GENERAL MANAGER

September 23, 1974

Mr. Robert Sanders
Wood, Wood, Tatum, Mosser and Brooke
15th Floor, Standard Plaza
Portland, Oregon 97204

RE: ISLAND ENGINEER
Dock Damage, Astoria, September 12, 1973

Dear Bob:

In accordance with your request we enclose two statements of witnesses to the damage to pier 2 that occurred on the arrival of the above vessel.

This matter is now one year old and we hope it can be brought to a rapid conclusion.

Yours very truly,

PORT OF ASTORIA

R. P. Holbrook
Assistant Manager

RPH:sc

Enclosures: 2

THE PORT OF ASTORIA

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HOWARD B. JOHNSON, ASST. TREASURER
GEORGE R. GROVE, GENERAL MANAGER

September 4, 1974

STATEMENT OF EVERETT E. PIETILA

RE: Island Engineer, September 12, 1973

Some of the tugs were pushing the Island Engineer. The ship hit the south end of the corner dolphin on the east side of pier 2. It took out at least four (4) fender pilings. Some others were doubtful. It took the bull rail and the core timber.

Everett Pietila
Signature

9/23/74
Date

THE PORT OF ASTORIA

At the entrance to the mighty Columbia River

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HOWARD B. JOHNSON, ASST. TREASURER
GEORGE R. GROVE, GENERAL MANAGER

September 4, 1974

STATEMENT OF DONALD P. HUCKLEBERRY

RE: Island Engineer, September 12, 1973

I saw it come in. The tide or wind caught it and it came in and hit the point on the east side of pier 2 and broke about five (5) pilings. It pushed the bull rail in and broke top core timber.

Don P. Huckleberry
Signature

9/23/74
Date

LAW OFFICES
WOOD, WOOD, TATUM, MOSSER & BROOKE

ERSKINE WOOD
ERSKINE B. WOOD
LOFTON L. TATUM
JOHN D. MOSSER
JOHN R. BROOKE
JOHN G. HOLDEN
DONALD J. MORGAN
PETER G. VOORHIES
PAUL N. WONACOTT
ROBERT I. SANDERS
JEFFREY E. BOLY

15TH FLOOR STANDARD PLAZA
PORTLAND, OREGON 97204

TELEPHONE (503) 224-5430
CABLE: LINWOOD

January 24, 1975

25% COTTON
EXCELERASE
by
FOX RIVER

Mr. R. P. Holbrook
Assistant Manager
The Port of Astoria
P. O. Box 569
Astoria, Oregon 97103

Re: ISLAND ENGINEER
Astoria Dock - B-2
Dock Damage Claim
Astoria, Oregon
September 12, 1973
Our File: 9904: PGV

Dear Ray:

This will acknowledge receipt of your letter of September 23, 1974 with enclosed statements, and will confirm our telephone conversations of January 15 and 16, 1975.

We acknowledge receipt of the offer of the Port of Astoria, made in our telephone conference of January 16, 1975, to accept $2,000.00 in settlement of its claim for dock damage arising out of the captioned incident. We confirm that we advised you in the same telephone conversation that we would recommend to our clients, without prejudice, immediate acceptance of the Port's offer and would request immediate funding.

We will advise you immediately upon receipt of our clients' response to our recommendation. In the event that our clients have not responded before you leave the Port on February 1, 1975, would you please advise us of the appropriate person to receive correspondence.

Thank you for your courtesy in handling this matter.

Very truly yours,

Bob

ROBERT I. SANDERS

JAN 1975
RECEIVED
PORT OF ASTORIA

RIS: am

25% COTTON

LAW OFFICES
WOOD, WOOD, TATUM, MOSSER & BROOKE

ERSKINE WOOD
ERSKINE B. WOOD
LOFTON L. TATUM
JOHN D. MOSSER
JOHN R. BROOKE
JOHN G. HOLDEN
DONALD J. MORGAN
PETER G. VOORHIES
PAUL N. WONACOTT
ROBERT I. SANDERS
JEFFREY E. BOLY

15TH FLOOR STANDARD PLAZA
PORTLAND, OREGON 97204

TELEPHONE (503) 224-5430
CABLE: LINWOOD

May 2, 1975

Mr. George Grove
Manager
The Port of Astoria
P. O. Box 569
Astoria, Oregon 97103

Re: ISLAND ENGINEER
Astoria Dock - B-2
Dock Damage Claim
Astoria, Oregon
September 12, 1973
Our File: 9904: PGV

Dear Mr. Grove:

Further to our letter of January 24, 1975, we are now able to report that the owners and underwriters of the ISLAND ENGINEER have approved our recommendation for settlement of the captioned claim by acceptance of the Port's offer of January 16, 1975.

We enclose Scio Shipping, Inc.'s check number 8317 payable to the Port of Astoria in the amount of $2,000.00, and an original and three identical copies of a Full Release of All Claims. The funds and Release are tendered without prejudice, to compromise and settle a disputed claim. You are authorized to deposit the funds for collection upon execution of the Release by a duly authorized official of the Port of Astoria.

Please retain one copy of the Release for your records, and return the original and two copies in the enclosed self-addressed envelope. Thank you.

Very truly yours,

Robert I. Sanders

ROBERT I. SANDERS

RIS: am
Enclosures

SCIO SHIPPING, INC.
NEW YORK, N. Y. 10004

DETACH AND RETAIN THIS STATEMENT
THE ATTACHED CHECK IS IN PAYMENT OF ITEMS DESCRIBED BELOW.
IF NOT CORRECT PLEASE NOTIFY US PROMPTLY. NO RECEIPT DESIRED.

DATE	DESCRIPTION	AMOUNT
4/28/75	M.V. "ISLAND ENGINEER" Full and final settlement on account of damages to Astoria Dock B-2, September 12, 1973.	$2,000.00

V-2

FULL RELEASE OF ALL CLAIMS

KNOW ALL MEN BY THESE PRESENTS that the Port of Astoria, for and in consideration of the sum of Two Thousand Dollars ($2,000.00), receipt of which sum is hereby acknowledged, HAS RELEASED and by these presents DOES HEREBY RELEASE the M/V ISLAND ENGINEER, her owners, charterers, operators, Master, officers and agents, Quinto Navigation Corporation, its corporate affiliates, and subsidiaries, from any and all claims, demands and liabilities whatsoever arising out of or in any way connected with a collision allegedly occurring on or about September 12, 1973, between the Motor Vessel ISLAND ENGINEER and the Port of Astoria Pier 2 located at Astoria, Oregon.

The Port of Astoria hereby warrants and covenants that it is the owner of said dock and is the sole party entitled to recover any damages for damage to the dock, and hereby covenants that it will indemnify and save harmless the ISLAND ENGINEER, Quinto Navigation Corporation, and the releasees herein named from any claims that might be made by other parties on account of or in connection with the said damage to said dock.

It is understood and agreed that this is a full and final release of all claims of every nature and kind whatsoever and includes all claims for damage to, expense of repairs, expense of surveys, loss of use, salvage expenses, and applies to all unknown unanticipated damages resulting from said collision, as well as those now known or disclosed.

It is further agreed that the payment of $2,000.00 by Quinto Navigation Corporation and the ISLAND ENGINEER is a payment in settlement of a doubtful and disputed claim and is a compromise settlement and that this settlement is not to be construed as an admission of liability on the part of anyone whomsoever.

IN WITNESS WHEREOF, the Port of Astoria has caused this Release and three identical copies thereof to be signed by one of its officers thereunto duly authorized this 7th day of May, 1975.

PORT OF ASTORIA

By George R. Grove
Its General Manager

STATE OF OREGON)
) ss.
County of Clatsop)

On this 7th day of May, 1975, before me appeared George R. Grove, to me personally known, who being duly sworn,

did say that he, the said George R Grime, is the General Manager of the Port of Astoria, the within named municipal corporation, and that the seal affixed to the within instrument is the seal of said municipality, and that the said instrument was signed and sealed in behalf of the governing body of said Port, the said George R Grime acknowledged said instrument to be the free act and deed of said Port of Astoria.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.

W M Allen
Notary Public for Oregon
My Commission expires: 4-28-78

W. M. ALLEN NOTARY PUBLIC STATE OF OREGON